

28. The Mortgagor covenants and agrees that the within mortgage shall also constitute a security agreement under the Uniform Commercial Code as adopted in the State of South Carolina, creating a lien on the personalty and/or fixtures described herein and in the event of default, the Mortgagee as Secured Party, shall have, without limitation, all of the rights and remedies available to it under the Uniform Commercial Code, as adopted.

29. As additional security for the indebtedness secured hereby, the mortgagor has delivered to the mortgagee an assignment of Lessor's interest in leases of even date herewith. The Mortgagor covenants and warrants that each of the leases assigned therein is in full force and effect and not in default in any respect. It is further understood and agreed that any default by the Lessor under any of the aforesaid leases shall constitute an act of default under the within mortgage.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal on this the 25<sup>th</sup> day of Sept, in the year of our Lord one thousand, nine hundred and eighty and in the two hundred and fifth year of the Sovereignty and Independence of the United States of America.

In the Presence of:

*Charles E. Donahoe*  
*William J. [unclear]*

*Frank Towers Rice*  
FRANK TOWERS RICE

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Mortgagor sign, seal and as his act and deed deliver the within written Mortgage and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this  
25 day of Sept., 1980.

*Charles E. Donahoe* (LS)  
Notary Public for South Carolina  
My Commission Expires: 10/17/89

*William J. [unclear]*

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